

III. REMARKS

Claims 1-6 are pending. Applicant does not acquiesce in the correctness of the rejections and reserves the right to present specific arguments regarding any rejected claims not specifically addressed. Further, Applicant reserves the right to pursue the full scope of the subject matter of the original claims in a subsequent patent application that claims priority to the instant application. Reconsideration in view of the following remarks is respectfully requested.

In the Office Action, claims 4-5 are rejected under 35 U.S.C. 102(b) as being anticipated by Reeder, US 5,852,812; claim 1 was rejected under 35 USC 103(a) as allegedly being unpatentable over Boardman et al., US 6,456,986 (“Boardman”) in view of Rubin et al., US 6,078,897 (“Rubin”); claims 2-3 were rejected under 35 USC 103(a) as allegedly being unpatentable over Boardman in view of Carter, US 6,553,350, in further view of Rubin; and claim 6 is rejected under 35 USC 103(a) as allegedly being unpatentable over Reeder in view of Boardman. Applicant respectfully traverses the rejections for the reasons stated below.

With regard to claim 4, Applicant submits that Reeder does not disclose each and every claimed feature. Specifically, for example, Reeder does not disclose, *inter alia*, “associating a set of rules one-to-one with each service type provided by a service provider[.]” (Claim 4). Reeder discloses determining a price rule. (Col. 15, lines 33-34). However, in Reeder, the price rule is determined based on the service ID, event ID and the customer profile. (Col. 15, lines 30-31; see also col. 15, lines 52-53, “[l]ook up surcharge pricing rule and discount pricing rule based on event id, service id, currency and subscription plan.”) As such, in Reeder, the price rule is determined based on many factors, including event id, service id, currency and subscription plan. Reeder does not associate a service type one-to-one with a pricing rule, i.e., not one-to-one relationship between service type and pricing rule. Actually, the Reeder system is exactly the

type of prior art that the current invention specifically identifies as deficient and successfully overcomes. (See the specification of the current application at pages 3-4.) In sharp contrast, the claimed invention includes, *inter alia*, “associating a set of rules one-to-one with each service type provided by a service provider[.]” In view of the foregoing, Reeder does not anticipate the claimed invention. Accordingly, Applicant respectfully requests withdrawal of the rejections.

In the Office Action, the Office asserts that col. 18, lines 5-7 of Reeder discloses “associating a set of rules one-to-one with each service type[.]” (Office Action at page 3, inner citation omitted). Applicant respectfully disagrees. Careful reading of the cited disclosure of Reeder reveals that it only provides the details of an exemplary pricing rule. The cited part of Reeder, however, does not disclose a one-to-one association between the exemplary pricing rule and a service type. In view of the foregoing, Reeder does not anticipate the claimed invention. Accordingly, Applicant respectfully requests withdrawal of the rejection.

With respect to claim 1, Applicant submits Boardman and/or Rubin fail to teach or suggest each and every claimed feature. For instance, claim 1 recites a “calculation means, which, for each different type of customer service provided to a customer, identifies the rule set associated with the type of customer service, and calculates charges for each event belonging to the type of customer service based on the associated rule set.” (Emphasis added). That is, in the claimed invention, each type of service is associated with a rule set that is utilized to calculate charges for this specific type of service. Contrary to the Office’s assertion, Applicant submits that Boardman does not disclose or suggest this feature. In Boardman, e.g., FIG. 1, the selection of a price plan is based on many factors (conditions) following a tree structure, not just type of services. As such, Boardman does not disclose or suggest that each type of service is associated with a rule set.

In addition, within a rule set of Boardman, the selection of an algorithm is also based on many factors (conditions) following a tree structure. That is, a price plan of Boardman does not “define only one charge calculation method[.]” (Claim 1 of the claimed invention). Rather, within a price plan of Boardman, there are many algorithms to be further selected. In view of the foregoing, contrary to the Office’s assertion, Boardman does not disclose or suggest, “each [rule set] define[s] only one charge calculation method that is employed in accordance with a type of customer service[.]” (Claim 1 of the claimed invention).

In the Office Action, the Office asserts that col. 1, lines 51-57 and col. 2, lines 42-50 of Boardman discloses the above feature. Applicant respectfully disagrees because the cited disclosure of Boardman reveals its very deficiency. For example, Boardman discloses “[a] plan selection rule set is used to select a Price Plan for the Event and an Algorithm rule set is used to select an Algorithm (within the Price Plan) to rate the Event.” (Col. 1, lines 53-55, parenthetical explanation added). As such, a price plan of Boardman does not define only one algorithm (charge calculation method). Robin does not overcome, *inter alia*, this deficiency of Boardman. Accordingly, Applicant respectfully requests withdrawal of the rejection.

The above arguments regarding claim 1 also apply to claim 2, as Robin and Carter do not overcome, *inter alia*, the above identified deficiencies of Boardman. In view of the foregoing, the suggested combinations of the cited prior art do not disclose or suggest each and every claimed feature. Accordingly, Applicant respectfully requests withdrawal of the rejections.

Dependent claims 3, 5 and 6 are believed allowable for the reasons discussed above, as well as for their own additional features.

Applicant respectfully submits that the application is in condition for allowance. Should the Examiner believe that anything further is necessary to place the application in better condition for allowance, the Examiner is requested to contact Applicant's undersigned attorney at the telephone number listed below.

Respectfully submitted,



Dated: June 30, 2006

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